IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.M.JOSEPH

MONDAY, THE 23RD JULY 2007 / 1ST SRAVANA 1929

WP(C).No. 19748 of 2007(A)

PETITIONER:

V.S.VIJAYAN,RETIRED H.S.A.(MUSIC),
VADAKOTTU HOUSE,THRIKKAKARA P.O.,COCHIN-21.

BY ADV. SRI.AJITH KRISHNAN

RESPONDENTS:

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1. THE DIRECTOR OF PUBLIC INSTRUCTIONS,
THIRUVANANTHAPURAM.

2. THE DEPUTY DIRECTOR OF EDUCATION,
ERNAKULAM DISTRICT.

3. THE HEAD MASTER,
ST.ALBERT'S HIGHER SECONDARY SCHOOL,
ERNAKULAM.

4. THE ERNAKULAM URBAN CO-OPERATIVE
SOCIETY LTD.NO.7,REPRESENTED BY ITS SECRETARY,
DIWANS ROAD,KOCHI-682 016.

R3 BY ADV. SRI.V.C.JAMES
R4 BY ADV.SRI.M.M.MONAYE
SRI.M.PAUL VARGHESE
SRI.N.A.KUNJUMON
R1 & R2 BY GOVT. PLEADER SMT. ANU SIVARAMAN.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 23/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K.M.JOSEPH, J.

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WP.(C) No.19748 of 2007

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Dated this the 23rd day of July, 2007

JUDGMENT

Petitioner retired as HSA on 30.3.2007. On the basis of the pay certificate of the petitioner one Smt. Jyothi availed loan from the fourth respondent Society. The case of the petitioner is that though no written consent was given for recovering any amount due from DCRG, respondents 1 to 3 are not issuing Non-Liability certificate and Last Pay Certificate with an intention to recover the amount due from DCRG. Petitioner approached this court seeking to quash Ext.P1 notice and also to issue Non-Liability Certificate and LPC and to disburse DCRG and commuted value of pension without any recovery and for a declaration that the respondents have no authority to recover the amount due to third respondent from the DCRG of the petitioner.

2. Counter affidavit is filed by the fourth respondent. Ext.R4(f) is produced as the agreement, apparently agreeing for recovering the amount from the petitioner's salary or any other fund due to the petitioner as per the request from the fourth respondent. Petitioner

relied on the decision of the Division Bench reported in **Surendran v. Mavelikkara Co-op.Agrl. & R.D. Bank Ltd.** (2005(4) K.L.T. 619), in which it is stated that the word 'salary' used in Section 37 will not include DCRG. I would think that the facts of the case in hand is different from the facts in the case relied on by the petitioner. This is a case where going by Ext.R4(f) the petitioner has agreed that recovery can be effected from his salary or any other funds due to the petitioner. The term 'any other funds' includes DCRG.

The writ petition fails and it is dismissed.

(K.M. JOSEPH, JUDGE)

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